

CONTRACT FOR THE PURCHASE OF TRACTORS WITH IMPLEMENTS

This agreement is made and entered into force at Addis Ababa, Ethiopia on the ____th day of March 2025 between **Raya Wakena Multi-purpose Farmers Cooperatives union, address West arsi** Telephone Number **0961173411** Fax Number _____, P.O.Box, _____ (hereinafter called the “purchaser”) on the one part,

And

Kegna Agricultural Equipment and Manufacturing and General Trading PLC., an Ethiopia legal entity organized and existing under the laws of Ethiopian Government having its head office in Addis Ababa, Ethiopia, post office box _____, Telephone Number 0114349106/0114342853, Fax _____ (Here in after called the “supplier”) on the other part.

ARTICLE 1: OBJECT OF THE CONTRACT

1.1 The purchaser has agreed to buy from the supplier and the supplier has agreed to sell to the purchaser the following:

Two unit of JOHN DEERE model 6135B Cab Tractors, Two sets of disc plow nardi 5 bottom and One set disc harrow 12x12.

ARTICLE 2: PRICE

2.1. The unit price of ***two unit of JOHN DEERE model 6135B Cab Tractor, two sets of Nardi disc plow 5 Bottom and two set disc harrow 12x12*** basis as indicated below

S/ No	Item Description	Model	Measure	Qty	Unit price Sheshamene	Total price
1	JOHN DEERE Agricultural Tractor (135HP)	6135B Cab	Pcs	2	10,092,495.93	20,184,991.86
2	<i>Disc Plow Nardi 5</i>	Nardi PD 70	Pcs	2	1,363,079.62	2,726,159.24

	bottom					
3	Disc Harrow 12x12 field king	FKLDHH-26-24-0	Pcs	2	1,222,030.61	2,444,061.22
Sub t o t a l						25,355,212.32

ARTICLE 3: PAYMENT

3.1. The purchaser pays 100 % of the total purchase price Birr **25,355,212.32 (Twenty five million three hundred fifty five thousand two hundred eleven and 32/100) only** And deposit to cooperative bank of oromia finfinne branch account No **1000031675317** in the name of kegna agricultural equipment manufacturing and general trading plc

ARTICLE 4: PLACE AND TIME OF DELIVERY

The supplier shall deliver the items specified in an acceptable condition to the purchaser from stock shashemene warehouse.

ARTICLE 5: PERFORMANCE SECURITY

- 5.1 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its performance obligations under the contract.
- 5.2 The performance security will be discharged by supplier upon completion of the delivery.

ARTICLE 6: PENALTY FOR DELAY OF DELIVERY

- 6.1 If the supplier fails to deliver the goods until the date of delivery, he shall pay a penalty of 0.01% per day of the total value of the price for the delayed goods.

ARTICLE 7: WARRANTY

- 7.1 The supplier warrants all the goods supplied against defective and poor workmanship; shall guarantee that the items are made in accordance with the requirements set in the technical specification. The guarantee period shall remain for a period of two years or 2000hr which comes

first for tractors and 12 Months or 1,200 hours which comes first for implements according to supplier's offers from the date of delivery.

- 7.2 If the supplier fails to make good any such defect within the time specified above, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense without prejudice to any supplier under the contract.

ARTICLE 8: TECHNICAL ASSISTANCE OBLIGATION

- 8.1. The supplier shall provide technical training to 2 operators locally at the suppliers cost.

ARTICLE 9: FORCE MAJEURE

Neither the supplier nor the purchaser shall be responsible for delays and any damage arising from force majeure. Force majeure shall have the definitions set in the Ethiopian Civil code.

ARTICLE 10: RECEIVING AND INSPECTION

- 10.1** The inspection and tests may be conducted at supplier warehouse. At the time of inspection any inspected or tested goods fail to conform to the specifications, the purchasers would reject the goods, and the supplier shall immediately replace the rejected goods with those that meet specification requirements.

ARTICLE 11: DISPUTES

- 11.1 In the event that any dispute arises from non-performance, delayed performance non-compliance with the terms and conditions set forth in this contract, the parties shall, within two weeks, settle their cases amicably.
- 11.2 If the parties fail to settle their cases amicably, the affected party may take his case to a court of competent jurisdiction in Ethiopia.
- 11.3 All expenses incurred for the court and related to failure to performance shall be borne by the losing party.

ARTICLE 12: APPLICABLE LAWS

All matters concerning the conclusions, performance termination, and disputes shall be construed in accordance with the Ethiopian law.

ARTICLE 13: INTERPRETATION

13.1 Gaps existing in the contract shall be fitted by the pertinent provisions of the Ethiopian civil code.

13.2 Dates & Days shall be computed according to the Gregorian calendar.

ARTICLE 14: MISCELLANEOUS

14.1 The supplier shall not change the model of the goods whose specifications are designated under article 2.1 of this agreement and the technical document by the supplier.

14.2 Any amendments of the clause of this contract shall be executed only in writing signed by authorized representative of both parties.

14.3 The following documents shall be deemed to form and be read and construed as part of this agreement.

- a) Bidders offer
- b) Relevant correspondence letter
- c) The bid documents
- d) Suppliers Proforma with specifications.

ARTICLE 15: TERMINATION OF CONTRACT

The purchaser may at any time terminate the contract without compensation by giving written notice to the supplier, if the latter becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right or action or remedy which has occurred or will occur thereafter to the parties.

ARTICLE 16: ENTERING INTO FORCES

This contract shall enter into force with all validity and effects from the date the parties hereto have affixed their signature and seals hereunder.

Signed at Addis Ababa/ Ethiopia on this day of March ____ 2025.

FOR THE SUPPLIER

Name_____

Sign. _____

Date_____

FOR THE PURCHASER

Name_____

Sign. _____

Date _____

WITNESSES

NAME

SIGNATURE

DATE

1. _____

2. _____

3. _____

CONTRACT FOR THE PURCHASE OF TRACTORS WITH IMPLEMENTS

This agreement is made and entered into force at Addis Ababa, Ethiopia on the 21th day of March 2025 between **Uta Wayu Multi-purpose Farmers Cooperatives union, address, West Arsi** Telephone Number **0953804201** Fax Number _____, P.O.Box, _____ (hereinafter called the “purchaser”) on the one part,

And

Kegna Agricultural Equipment and Manufacturing and General Trading PLC., an Ethiopia legal entity organized and existing under the laws of Ethiopian Government having its head office in Addis Ababa, Ethiopia, post office box _____, Telephone Number 0114349106/0114342853, Fax _____ (Here in after called the “supplier”) on the other part.

ARTICLE 1: OBJECT OF THE CONTRACT

1.2 The purchaser has agreed to buy from the supplier and the supplier has agreed to sell to the purchaser the following:

Three unit of JOHN DEERE model 6135B Cab Tractors, Three sets of disc plow nardi 5 bottom and Three set disc harrow 12x12.

ARTICLE 2: PRICE

2.1. The unit price of ***three unit of JOHN DEERE model 6135B Cab Tractor, Three sets of Nardi disc plow 5 Bottom and three set disc harrow 12x12*** basis as indicated below

S/ No	Item Description	Model	Measure	Qty	Unit price Sheshamene	Total price
1	JOHN DEERE Agricultural Tractor (135HP)	6135B Cab	Pcs	3	10,092,495.93	30,277,487.79
2	<i>Disc Plow Nardi 5 bottom</i>	Nardi PD 70	Pcs	3	1,363,079.62	4,089,238.86
3	<i>Disc Harrow 12x12</i>	FKLDHH-26-24-	Pcs	3	1,222,030.61	3,666,091.83

	field king	0				
Sub t o t a l						38,032,818.48

ARTICLE 3: PAYMENT

3.2. The purchaser pays 100 % of the total purchase price Birr **38,032,818.48 (Thirty Eight Million Thirty Two Thousand Eight Hundred Eighteen and 48/100) only and** deposit to Cooperative bank of oromia account No **1000031675317** in the name of keгна agricultural equipment manufacturing and general trading plc

ARTICLE 4: PLACE AND TIME OF DELIVERY

The supplier shall deliver the items specified in an acceptable condition to the purchaser from stock shashemene warehouse.

ARTICLE 5: PERFORMANCE SECURITY

5.3 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its performance obligations under the contract.

5.4 The performance security will be discharged by supplier upon completion of the delivery.

ARTICLE 6: PENALTY FOR DELAY OF DELIVERY

6.2 If the supplier fails to deliver the goods until the date of delivery, he shall pay a penalty of 0.01% per day of the total value of the price for the delayed goods.

ARTICLE 7: WARRANTY

7.3 The supplier warrants all the goods supplied against defective and poor workmanship; shall guarantee that the items are made in accordance with the requirements set in the technical specification. The guarantee period shall remain for a period of two yers or 2000hr which comes first

for tractors and 12 Months or 1,200 hours which comes first for implements according to supplier's offers from the date of delivery.

- 7.4 If the supplier fails to make good any such defect within the time specified above, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense without prejudice to any supplier under the contract.

ARTICLE 8: TECHNICAL ASSISTANCE OBLIGATION

- 8.2. The supplier shall provide technical training to 2 operators locally at the suppliers cost.

ARTICLES 9: FORCE MAJEURE

Neither the supplier nor the purchaser shall be responsible for delays and any damage arising from force majeure. Force majeure shall have the definitions set in the Ethiopian Civil code.

ARTICLE 10: RECEIVING AND INSPECTION

- 10.2** The inspection and tests may be conducted at supplier warehouse. At the time of inspection any inspected or tested goods fail to conform to the specifications, the purchasers would reject the goods, and the supplier shall immediately replace the rejected goods with those that meet specification requirements.

ARTICLE 11: DISPUTES

- 11.4 In the event that any dispute arises from non-performance, delayed performance non-compliance with the terms and conditions set forth in this contract, the parties shall, within two weeks, settle their cases amicably.
- 11.5 If the parties fail to settle their cases amicably, the affected party may take his case to a court of competent jurisdiction in Ethiopia.
- 11.6 All expenses incurred for the court and related to failure to performance shall be borne by the losing party.

ARTICLE 12: APPLICABLE LAWS

All matters concerning the conclusions, performance termination, and disputes shall be construed in accordance with the Ethiopian law.

ARTICLE 13: INTERPRETATION

13.3 Gaps existing in the contract shall be fitted by the pertinent provisions of the Ethiopian civil code.

13.4 Dates & Days shall be computed according to the Gregorian calendar.

ARTICLE 14: MISCELLANEOUS

14.1 The supplier shall not change the model of the goods whose specifications are designated under article 2.1 of this agreement and the technical document by the supplier.

14.4 Any amendments of the clause of this contract shall be executed only in writing signed by authorized representative of both parties.

14.5 The following documents shall be deemed to form and be read and construed as part of this agreement.

- e) Bidders offer
- f) Relevant correspondence letter
- g) The bid documents
- h) Suppliers proforma with specifications.

ARTICLE 15: TERMINATION OF CONTRACT

The purchaser may at any time terminate the contract without compensation by giving written notice to the supplier, if the latter becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right or action or remedy which has occurred or will occur thereafter to the parties.

ARTICLE 16: ENTERING INTO FORCES

This contract shall enter into force with all validity and effects from the date the parties hereto have affixed their signature and seals hereunder.

Signed at Addis Ababa/ Ethiopia on this day of March ____, 2025.

FOR THE SUPPLIER

Name_____

Sign. _____

Date_____

FOR THE PURCHASER

Name_____

Sign. _____

Date_____

WITNESSESNAMESIGNATUREDATE

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

CONTRACT FOR THE PURCHASE OF TRACTORS WITH IMPLEMETS

This agreement is made and entered into force at Addis Ababa, Ethiopia on the 19th day of March 2025 between **Gedeb Multi-purpose Farmers Cooperatives union, West Arsi** Telephone Number **0911033640** Fax Number _____, P.O.Box, _____ (hereinafter called the “purchaser”) on the one part,

And

Kegna Agricultural Equipment and Manufacturing and General Trading PLC., an Ethiopia legal entity organized and existing under the laws of Ethiopian Government having its head office in Addis Ababa, Ethiopia, post office box ____, Telephone Number 0114349106/0114342853, Fax _____ (Here in after called the “supplier”) on the other part.

ARTICLE 1: OBJECT OF THE CONTRACT

1.3 The purchaser has agreed to buy from the supplier and the supplier has agreed to sell to the purchaser the following:

One unit of JOHN DEERE model 6135B Cab Tractors, one sets of disc plow nardi 5 bottom and One set disc harrow 12x12.

ARTICLE 2: PRICE

2.1. The unit price of ***One unit of JOHN DEERE model 6135B Cab Tractor, One sets of Nardi disc plow 5 Bottom and One set disc harrow 12x12*** basis as indicated below

S/ No	Item Description	Model	Measure	Qty	Unit price Sheshamen e	Total price
1	JOHN DEERE Agricultural Tractor (135HP)	6135B Cab	Pcs	1	10,092,495.93	10,092,495.93
2	<i>Disc Plow Nardi 5 bottom</i>	Nardi PD 70	Pcs	1	1,363,079.62	1,363,079.62
3	<i>Disc Harrow 12x12 field king</i>	FKLDHH-26-24-0	Pcs	1	1,222,030.61	1,222,030.61
Sub t o t a l						12,677,606.16

ARTICLE 3: PAYMENT

3.3. The purchaser pays 100 % of the total purchase price Birr **12,677,606.16 (Eleven Million six hundred seventy seven Thousand six hundred six and 16/100) only** and deposit to cooperative bank of oromia bank account No ‘**1000031675317**’ in the

name of Kegna Agricultural equipment manufacturing and general trading plc

ARTICLE 4: PLACE AND TIME OF DELIVERY

The supplier shall deliver the items specified in an acceptable condition to the purchaser from stock shashemene warehouse.

ARTICLE 5: PERFORMANCE SECURITY

- 5.5 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its performance obligations under the contract.
- 5.6 The performance security will be discharged by supplier upon completion of the delivery.

ARTICLE 6: PENALTY FOR DELAY OF DELIVERY

- 6.3 If the supplier fails to deliver the goods until the date of delivery, he shall pay a penalty of 0.01% per day of the total value of the price for the delayed goods.

ARTICLE 7: WARRANTY

- 7.5 The supplier warrants all the goods supplied against defective and poor workmanship; shall guarantee that the items are made in accordance with the requirements set in the technical specification. The guarantee period shall remain for a period of two years or 2000hr which comes first for tractors and 12 Months or 1,200 hours which comes first for implements according to supplier's offers from the date of delivery.
- 7.6 If the supplier fails to make good any such defect within the time specified above, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense without prejudice to any supplier under the contract.

ARTICLE 8: TECHNICAL ASSISTANCE OBLIGATION

- 8.3. The supplier shall provide technical training to 2 operators locally at the suppliers cost.

ARTICLES 9: FORCE MAJEURE

Neither the supplier nor the purchaser shall be responsible for delays and any damage arising from force majeure. Force majeure shall have the definitions set in the Ethiopian Civil code.

ARTICLE 10: RECEIVING AND INSPECTION

10.3 The inspection and tests may be conducted at supplier warehouse. At the time of inspection any inspected or tested goods fail to conform to the specifications, the purchasers would reject the goods, and the supplier shall immediately replace the rejected goods with those that meet specification requirements.

ARTICLE 11: DISPUTES

11.7 In the event that any dispute arises from non-performance, delayed performance non-compliance with the terms and conditions set forth in this contract, the parties shall, within two weeks, settle their cases amicably.

11.8 If the parties fail to settle their cases amicably, the affected party may take his case to a court of competent jurisdiction in Ethiopia.

11.9 All expenses incurred for the court and related to failure to performance shall be borne by the losing party.

ARTICLE 12: APPLICABLE LAWS

All matters concerning the conclusions, performance termination, and disputes shall be construed in accordance with the Ethiopian law.

ARTICLE 13: INTERPRETATION

13.5 Gaps existing in the contract shall be fitted by the pertinent provisions of the Ethiopian civil code.

13.6 Dates & Days shall be computed according to the Gregorian calendar.

ARTICLE 14: MISCELLANEOUS

- 14.1 The supplier shall not change the model of the goods whose specifications are designated under article 2.1 of this agreement and the technical document by the supplier.
- 14.6 Any amendments of the clause of this contract shall be executed only in writing signed by authorized representative of both parties.
- 14.7 The following documents shall be deemed to form and be read and construed as part of this agreement.
- i) Bidders offer
 - j) Relevant correspondence letter
 - k) The bid documents
 - l) Suppliers Proforma with specifications.

ARTICLE 15: TERMINATION OF CONTRACT

The purchaser may at any time terminate the contract without compensation by giving written notice to the supplier, if the latter becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right or action or remedy which has occurred or will occur thereafter to the parties.

ARTICLE 16: ENTERING INTO FORCES

This contract shall enter into force with all validity and effects from the date the parties hereto have affixed their signature and seals hereunder.

Signed at Addis Ababa/ Ethiopia on this day of March ____, 2025.

FOR THE SUPPLIER

Name _____

FOR THE PURCHASER

Name _____

Sign. _____

Date _____

Sign. _____

Date _____

WITNESSES

	<u>NAME</u>	<u>SIGNATURE</u>	<u>DATE</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____